



Town of Moultonborough

New Hampshire

Personnel Manual

September 1, 2013

Adopted October 16, 2008
Amended September 1, 2013
Amended June 3, 2014
Amended November 21, 2014
Amended March 19, 2015
Amended July 20, 2015

TOWN OF MOULTONBOROUGH

PERSONNEL POLICY

FOREWARD

You are – or just became – a member of the Town of Moultonborough family of employees. We hope that you will always strive to improve yourself and your Town so that your association with the Town may be a rewarding experience. Always remember the history of the Town and look forward to the future. You, as a Town employee, are in great position to contribute towards making Moultonborough a great place to work, live and enjoy life.

This Handbook is not an employee contract nor do we intend to create contractual obligations of any kind by providing you this handbook. Moultonborough and the State of New Hampshire maintain an “at will” work philosophy consistent with state statute. This means that you choose to work for the Town and the Town chooses to employ you. You or we can terminate your employment at will and at any time.

The purpose of this handbook then is to provide you information about the policies, procedures, compensation and other benefits common to all employees. This handbook, however, cannot anticipate every situation or answer every question about employment. In order to retain necessary flexibility in the administration of policies and procedures, the Board of Selectmen reserves the right to change, revise or eliminate any of the policies and/or benefits described in this handbook. Please direct questions regarding the content of this handbook to the Town Administrator, the Administrative Assistant, or at any time if you wish, to us.

We believe that the work conditions, wages and benefits offered to Town employees are very competitive with those offered by other employers and other communities in this area. We believe that the Town of Moultonborough amply demonstrates its commitment to employees by responding effectively to employee concerns. If you have concerns about work conditions, wages or compensation, we strongly encourage you to voice them to your supervisor, the Town Administrator or directly to us. Experience shows that when employers and employees deal openly and directly, excellent work occurs, the work environment is better, communications are clear and attitudes are positive.

You are encouraged to keep this handbook where you can readily refer to it. Occasionally and on an as needed basis, we will provide page changes that contain updates and/or corrections. You should insert these changes upon receipt. You must return the handbook when you leave the Town’s employment. If you are a member of a Union you should also consult your Collective Bargaining Agreement (the “CBA”) to see if any right herein has been expended upon or constricted by the CBA

We ask that you acknowledge receiving the handbook by signing for it when you receive it. We will ask you to acknowledge receiving changes in the same way. We do this to make sure you are aware of our employment policies and updated regarding changes.

This document supersedes and replaces all documents, same subject that predate it.

BOARD OF SELECTMEN
September 1, 2013

**BOARD OF SELECTMEN
TOWN OF MOULTONBOROUGH**

**PERSONNEL POLICY
November 21, 2014**

I, _____, acknowledge that I received a copy of the Employee Handbook for the Town of Moultonborough, dated November 21, 2014.

I acknowledge that it is my responsibility to maintain the copy of the Employee Handbook provided to me, including making corrections by removing the old and inserting new pages as changes occur.

I acknowledge that it is my responsibility to read, understand and to abide by the policies established by the Board of Selectmen in this Employee Handbook.

Employee Signature

Date Signed

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TOWN OF MOULTONBOROUGH

PERSONNEL POLICY

November 21, 2013

SECTION #1 PURPOSE

The purpose of this plan is to establish uniform administrative practices for all employees of the Town of Moultonborough. This document establishes the policies that comprise the Town of Moultonborough personnel plan as adopted by the Board of Selectmen.

Employees covered under this plan will receive and acknowledge receiving a copy of the plan and shall receive copies of new or amended policies as changes occur. Once they receive “pen and ink changes” or “page changes”, each employee is responsible for making necessary changes to maintain their Employee Handbook.

SECTION #2 ADMINISTRATION OF PLAN

The Board of Selectmen is responsible for initiating and maintaining the policies which comprise the Employee Handbook.

Department heads shall be responsible for adherence to this plan within their departments. Department heads may adopt departmental policies consistent with the policies established in this plan. Departmental policies shall become effective only with the approval of the Board of Selectmen. Affected employees shall receive copies of new or amended departmental policies.

Each employee is responsible to read, understand and abide by the policies contained within the Employee Handbook. Each employee is responsible for the Employee Handbook provided them, including maintaining the Employee Handbook and inserting changes transmitted to them by the Board of Selectmen as they occur.

It is the responsibility of each employee to notify the Board of Selectmen, through the Administration Section, of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational and training accomplishments and other status reports must be accurate and shall be kept current at all times.

SECTION #3 EQUAL OPPORTUNITY

It is the policy of the Town of Moultonborough to recruit, hire, train and promote people without regard to race, color, religion, sex, national origin or physical condition.

However, certain positions may require physical capabilities that each applicant must meet.

SECTION #4

CLASSIFICATION OF EMPLOYEES

1. Job Classification: The Town has four classifications into which it places its employees at the time of hire. Eligibility for various benefits is determined by which classification the employee is assigned to. The classifications are:

FULL TIME: A person working a regularly scheduled work week of 40 hours on a year round basis.^[1]

INTERMITTENT: A person working a schedule that is set on a periodic and irregular basis not exceeding, in general, 18 hours in a week, 60 hours in a month, or 800 hours in a year. Persons in these positions are often referred to as Per-Diem employees.

PART-TIME: A person working a regularly scheduled work week of at least 20 hours on a year round basis not exceeding 29 hours in a week or 1,508 compensated hours in a year.^[2] **Amended 3/19/15**

SEASONAL: A person with a work schedule that has a defined end and beginning during the course of a year related to the specific provision of a given task (e.g. Laborers, Recreation Counselors, and Lifeguards) and not exceeding 700 hours over the course of a four month season.

With the exception of an Intermittent employee periodically being retained in a Seasonal classification, or vice-versa, provided they do not work more than 1040 hours in a year in both classifications, no person shall be worked outside of their classification (e.g. an Intermittent used as a Part-Time, a Part-Time used as a Full-Time for a period of time) may do so for a period of up to sixty (60) days upon the approval of the Director upon a form to be designed by them. Such approval shall not confer any award of benefits upon the employee during this time period (e.g. insurance or absent leave). No person shall be used outside of their classification for a period of more than 60 days without the prior written authorization of the SelectBoard, upon a form to be designed by the Director, which shall state the time period for which the approval is granted and the acknowledgement of the right to benefits for such classification.

2. Pay Classification: In addition to the classification of the employees as above, all positions are classified as either "exempt" or "non-exempt" for the purposes of determining whether or not they are eligible for overtime pay.

EXEMPT: A person who is exempt from the overtime pay provisions of the Federal Fair Labor Standards Act (FLSA) and any applicable state laws.

NON-EXEMPT: A person who is eligible for overtime compensation pay as required by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws.

^[1] The incumbents in the position(s) of Deputy Tax Collector (34hours/week) and Children's Librarian (27 hours/week) shall remain classified as Full Time employees, until their separation from the employ of the Town, for the purposes of eligibility for health and dental insurance. However, they shall be classified as Part-Time employees for the purposes of eligibility for Absent Leave and shall accrue leave time as set forth in that section of the Town's Personnel Policy. Upon the separation of the incumbent from the employ of the Town, these positions shall thereafter be classified in keeping with this section.

^[2] The limits contained herein shall automatically be reduced by the Director to ensure compliance with any statutory change relative to any retirement or insurance benefit to ensure the Town is not obligated to provide a

“Full Time” benefit to a Part-Time employee.

SECTION #5 APPOINTMENTS AND PROBATION PERIOD

The Board of Selectmen must approve all appointments. Unless waived at the time of appointment, all new employees must serve a probationary period of actual service commencing with their first day of service to the Town. Those serving in civilian positions shall serve a period of six months. Those serving in sworn public safety positions (i.e. police officer and firefighters) shall serve a period of 12 months. In the event an employee does not possess a required license(s) or certification(s) at the time of commencing service, the probationary period shall not be deemed to begin until such time as they present said license or certification. Actual service shall not be considered to be broken by absences required for mandatory basic training or absences of less than five consecutive days. Any person who has his/her service interrupted, for more than five consecutive days or ten days in the aggregate, shall have his/her probationary period extended by a period of time sufficient to satisfy this overall time requirement. **Amended 3/19/15**

The purpose of the probation period is to assess the employee's performance. Accordingly, the employee shall receive at least one evaluation at the midpoint of the probation period by the Department head.

Successful completion of the probation period shall require that the department head perform a final probationary evaluation and recommend to the Board of Selectmen that they appoint the employee on a regular basis. The Department Head will review the evaluation with the Board of Selectmen.

The Board of Selectmen retain the right to waive the requirement for a probation period in cases of movement within the Town of Moultonborough's organization or where an employee assumes duties and responsibilities that are substantially similar to a previously held position.

A probationary employee who does not perform satisfactorily during the designated probationary period may be terminated without prejudice. The Board of Selectmen will take this action, if warranted, upon the recommendation of the Department Head. The Board of Selectmen reserves the right to extend a probation period when in the best interest of the Town to do so. If they choose to continue a probation period it shall be in 90-day increments up to a maximum period of one year.

SECTION #6 PHYSICALS AND OTHER EXAMINATIONS

Before or after a conditional offer of employment has been made to a job applicant, the Board of Selectmen may require/conduct psychological testing, polygraph examinations, criminal records checks, driving record checks or other such testing/investigations of the applicant as the Board of Selectmen deem prudent. In some instances, inoculation(s) or vaccination(s) with proven resistance to disease may be a condition of employment. In addition, following satisfactory completion of any such investigation/testing, the Board of Selectmen may make an offer of employment conditional on a satisfactory physical examination performed by a physician of the Board of Selectmen's choice and paid for by them. Such examination will be related to the employee's pending job responsibilities. Successful completion of this requirement shall result in a signed physician's statement agreeing that the potential employee is physically capable of doing the work required and this will be placed in the employee's personnel file.

In addition, once an employee begins working for the Town, the Town may require employees in specific instances or in specific job positions to take a physical that is job related and consistent with business necessity, either as a recurring or one-time event. Where a state, federal or industry standard exists for a particular occupation, the Town may follow that standard regarding the frequency and content of the physical. Examples include the National Fire Protection Association standards for firefighters and the Omnibus Transportation Employee Testing Act of 1991 (PL-) and 49 CFR-Federal Motor Vehicle Safety standards for employees required to possess and maintain commercial driver's licenses.

The Town will arrange and pay for the conducting of the physical by an appropriately licensed physician familiar with occupational health standards and procedures. The Town shall provide the physician with any relevant state, federal or industry standards, job descriptions and other materials necessary to determine relevant tests and testing procedures. The employee must present him or herself at the designated time and location and cooperate with the physician conducting the physical examination.

Recognizing that it is possible that not all elements of a state, federal or industry standard may be directly relevant to a position created by the Town, the employee, before the date and time of a scheduled physical, may challenge the relevance of one or more elements of the physical construct by submitting their objection, in writing, to the Board of Selectmen. The Board of Selectmen will cause a review of the challenge to occur. If the challenged element is found to be irrelevant to the individual's job requirements, that element of the standard shall not be part of the physical conducted, but if found to be relevant, the employee must submit to the required testing/examination.

In the event that the physician identifies any condition which limits the employee's ability to perform the essential functions of their job, the individual will not be allowed to return to work until he/she provides medical certification that they can safely perform the essential functions of their job. To the extent the individual has paid leave time available, any resulting time out of work will be paid. Otherwise, the Town will consider whether the individual will be placed on temporary leave or given some other accommodation until receiving medical clearance to resume the functions of their job or whether the individual will be terminated from employment.

Employees will face disciplinary action if they refuse to take the directed physical.

SECTION #7 RESIDENCY

The Town of Moultonborough is committed to employing United States citizens and aliens authorized to work in the United States of America. The Town does not discriminate based on citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who the Town rehires must also complete the form if they have not done so for the Town of Moultonborough in the previous three years or if their previous I-9 is no longer retained or valid.

SECTION #8 ELIGIBILITY (ANNIVERSARY) DATES

The date of initial employment or the date of change in employment status shall thereafter serve as the employee's anniversary date. This date shall determine the employee's length of service.

SECTION #9 PERSONNEL FILES

The Administration Section shall maintain a file for all employees. The file maintained by the Administration Section shall be the employee's official file. This file is available for review ONLY by the Employee, or a representative they have authorized in writing, Department Head, Finance & Personnel Director Town Administrator or Selectmen.

Among items included in the file shall be the following: wage/salary status; benefit status; performance evaluation(s); commendations; disciplinary actions; and information that is necessary for administrative functions.

Employees shall have access to their official file upon reasonable notification to the Town Administrator.

SECTION #10 PERSONAL APPEARANCE – OFFICE DECOR

Dress, grooming and personal cleanliness standards contribute to the morale of all employees and affect the professional image Town employees present to customers, residents and visitors.

During normal work hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Where uniforms are provided, employees must wear those uniforms when scheduled to work. Only in extraordinary circumstances will department heads approve employees wearing any other clothing but the uniforms provided. Employees who appear for work inappropriately dressed may be sent home and directed to return to work in proper attire. Under such circumstances, employees will not receive compensation for time away from work.

The Board of Selectmen expects employees to maintain a professional image at their work station and/or in their office decor, as well. The expectation is met when the appearance of the work station or office presents a professional image to our customers, residents and visitors.

Employees or other individuals should direct any questions concerning appropriate attire or work station/office decor to the Town Administrator or Board of Selectmen.

SECTION #11 INTERNET ACCESS AND E-MAIL USE

The Town of Moultonborough provides access to the vast information resources of the “electronic superhighway” to help employees do their jobs faster and more efficiently. Unfortunately, because of infrastructure limitations, we cannot provide every employee access. When employees have access to the Internet and e-mail, they assume additional responsibility in terms of personal and job performance. The Board of Selectmen offers this Internet Access and e-mail Use Policy to help them understand our expectations when they use these tools and the electronic media to which they then have access. We hope to help everyone use those resources wisely.

Statement of Policy No. 13, entitled “INTERNET ACCESS AND E-MAIL USE”, sets forth specific requirements for use described below. We start by describing our philosophy regarding the use of these electronic media. First and foremost, Internet access and e-mail are business tools for the Town. The Board of Selectmen provides them for use at a substantial cost to Moultonborough’s taxpayers. This means that they expect employees to use these tools for Town-related purposes. This includes communication with or for the public, researching relevant topics, intergovernmental agency communications, etc. The Board of Selectmen provides access to these tools to enhance employee’s ability to obtain and transmit information on behalf of the Town and its residents. To be absolutely clear, all existing Town Policies, Ordinances, state and federal laws, administrative rules and governing directives apply to employee conduct over this electronic media.

Unnecessary or unauthorized usage takes away from work time, consumes supplies and ties up other valuable resources. Unlawful usage may also garner negative publicity for those of us who strive to serve the residents and expose both you and the Town to significant legal liabilities.

Internet access, e-mail, chat groups and news groups accessible over the Internet give each individual Internet user an immense reach to provide information and serve the needs of our residents. Because of the power of this electronic tool we must take special care to maintain the clarity, consistency and integrity of the Town’s image and posture. People can and will take anything an elected official, employee or volunteer posts to the Internet or writes in an e-mail as an official position. That is why we expect users to forgo a measure of their individual freedom when they use the Internet, e-mail, chat rooms, news rooms or other electronic media.

While connection to the Internet offers a world of potential benefits, it can also open the door to some significant risks to our data and systems if we do not follow appropriate security discipline. The overriding principle is that security is to be everyone’s first concern. We will hold every employee accountable for any breaches of proper conduct, security or confidentiality.

SECTION #12 CELLULAR TELEPHONE PROVISION & USAGE

A. PROVISION

The Town does not provide cell phones to its employees. However, it does recognize that it is best served by being able to communicate with many of its employees, via voice or text, who may be mobile throughout much of the workday or are often away from their conventional land-line home telephones. Therefore, it reserves the right to require certain key personnel to maintain and or carry an appropriate cell phone or pager. In consideration of the expense imposed upon the employee, it will provide a monthly stipend to those employees in an amount that has been deemed to be appropriate to the amount of contact it expects to need with the employee. The positions and the stipend(s) are as set forth below:

Department Heads: \$30.00/month

Chief of Police, Chief of Fire & Emergency Services, Public Works Director, and
Recreation Director

Supervisors: \$20.00/month

VNS Director, Deputy Fire Chief, Highway Foreman, Facilities Team Leader,
Police Sergeant, Police Corporal, Assistant Recreation Director

Key Employees: \$17.00/month

A. Year Round:

Police Detective, Police Officers, Firefighters (Full Time), VNS Staff Nurse

B. Seasonal:

In order to best accommodate the summer activity programs, the Recreation Director may designate up to five persons to receive up to three payments.

Pager Equivalency: \$5.00/month

HEO/Mechanic, Heavy Equipment Operators, Equipment Operators, Facilities Maintenance Man. Call Firefighters shall be issued town maintained pagers directly.

If a position is not listed in this schedule and an incumbent employee is currently receiving a payment under a previous policy, they shall continue to receive that payment until they are no longer in the service of the Town. Payments under this schedule shall only be for whole months, in arrears, after the Director has received advance notice from the appropriate Department.

The Town has done its best to project how much of a “typical” monthly plan might cost for portable communication devices and what portion of that usage might be allocated to its need to communicate with Employee. Employees should not assume that the stipend they receive is not taxable for federal income tax purposes. You should be aware that you may be required to provide proof to the IRS that the stipend received meets or exceeds your usage for Town business and to pay taxes on any such portion that the IRS deems to be personal usage.

B. USAGE

Irrespective of whether or not an employee has been designated to receive a stipend, employees are expected to observe appropriate courtesy in the use of a cell phone and/or pager (the “device”). This shall include, but not be limited to, setting them to vibrate, not taking non-emergency calls during meetings, and the like. Employees shall not use a device in a manner which is inappropriate and detracts from the workplace in that it presents an image of a less than fully professionally organization dedicated to serving the customer as our first priority, conducts personnel business while in the presence of other staff or customers, creates an unwarranted and unwanted imposition on fellow employees, or otherwise detracts from a positive workplace environment or work performance.

Under no circumstance will an employee use a device while operating a motor vehicle or equipment on Town related business. The employee will first move out of the lane of travel and safely come to a full stop before using the device.

SECTION #13 ATTENDANCE

The absence of an employee from duty for a day, or part of a day, that is not authorized by specific permission from the department head, will be deemed an absence without leave. Any such unexcused absence will be without pay and may be reason for disciplinary action.

Department heads are responsible for maintaining complete and accurate records of attendance within their department.

SECTION #14 TIME WORKED

The Town of Moultonborough considers a “typical” work day to be eight hours in length. Actual starting and closing times vary from department to department. Each Department Head, with the approval of the Board of Selectmen, will determine work day hours. The Department Head establishes work hours for part-time and temporary employees.

SECTION #15 COMPENSATION RATES

Two documents (entitled “Job Classifications” and “Wage Scale”) made part of this Personnel Plan, establish employee compensation rates. The Board of Selectmen periodically reviews and adjusts these two documents, to insure that they remain appropriate, timely and equitable. They then incorporate the revised documents into this Personnel Plan as attachments.

As part of the annual budget process the Board of Selectmen will review the consumer price index (using CPI-U for the Northeast Urban region) to see what impact this may have had on the purchasing power of wages. The Board shall make an increase to the Wage Scale that it deems appropriate to reflect the impact of the Consumer Price Index. Any such increase is made to the wage scale solely to reflect an effort to keep employees current with the inflationary pressure upon wages and is not viewed as an adjustment to the wage scale to reflect merit or performance. Periodically the Board of Selectmen shall commission a comprehensive review of the total compensation paid by comparable employers to determine if the wage scale needs a revision to reflect conditions in the larger market place. *Amended 7/3/14*

For audit purposes, they will also prepare and sign a document presenting the effective employee rates of compensation for all employees. This document, provided to the Administration Section, serves as the basis for payment of wages to employees.

The Job Classifications document establishes the initial compensation paid to new employees at the time of hire. The Wage Scale provides for increases in pay over the working career of employees. Increases in pay may occur in two manners.

The first manner by which employees receive increases in wages came into effect on April 1, 2002. After that date, employees can anticipate receiving consideration for a Step Increase after two years. This is not an automatic increase. The consideration given each employee will focus on three requirements. The first requirement, and by far the most important, is that the employee demonstrate satisfactory job performance throughout the two-year period preceding consideration as documented in the employee’s Performance Evaluations. Satisfactory performance must be documented in all areas and comments contained within the Performance Evaluation, indicating that the employee met or exceeded the standards of

performance for the position.

The second requirement is the recommendation of the employee's department head. The respective Department Head will make this recommendation during the annual budget process leading up to the Annual Town Meeting.

The third requirement is the concurrence of the Board of Selectmen. The Board of Selectmen reserves the right to override the recommendation or non-recommendation of the department head in the rare instance where circumstances warrant.

The Board of Selectmen may choose to award a Step Increase to an employee for outstanding performance at any time they deem that it is appropriate to do so. This represents the second manner by which an employee may receive a wage increase. To make this award, the Board of Selectmen will first seek the concurrence of the department head. They will then publicly announce the award of a Step Increase at a regularly scheduled Selectmen's meeting and include in the record of that meeting the reason or reasons for the award. The Board of Selectmen reserves the right to change Step levels, including other department employees, to accommodate a new hire or in some other way fill a position determined to be difficult to fill. A four-fifths (4/5) majority vote must occur to award any Step increase other than at budget preparation and implementation time.

SECTION #16 PAYROLL PERIOD

Unless otherwise established by the Town, the payroll period shall run from Monday through Sunday. Pay is issued on a bi-weekly basis and is available to you on the Friday morning following the conclusion of the second week of the payroll period. Where a holiday disrupts this schedule, other arrangements will be made and communicated to all supervisors and employees.

SECTION #17 OVERTIME & CALL INS

1. Overtime: All non-exempt employees will be paid overtime at the rate of time and one half for all hours worked in excess of forty (40) hours in a seven day period of the payroll cycle.^[1] For the purposes of this section the phrase "worked" shall mean (a) time spent physically performing work for which the employee is entitled to compensation, and (b) the use of absent leave which the employee has earned during the course of their employment.

2. Call-Ins: An employee excepting call fire personnel who is called back to work more than ½ hour after a shift has ended, or is called in on a day off shall be credited with a minimum of three hours worked whether it shall have been worked in its entirety or not. Call firefighter personnel shall be credited with a minimum of one hour worked whether it shall have been worked in its entirety to not. An employee who is otherwise called into work prior to the regular start for their shift such that it continues until the regular start of their shift shall not be credited with any such minimum but instead the item shall be rolled into their shift as if it had been regularly scheduled.

SECTION #18 IN-HOUSE PROMOTION

If the Board of Selectmen elects to consider an in-house promotion in any department to fill a vacancy, they may use any of the following criteria:

1. A written examination;
2. Time-in-grade and experience;
3. Applicant's work performance;
4. A psychological examination;
5. A physical examination;
6. A physical agility test;
7. Driving Record Check;
8. Criminal Record Check;
9. Polygraph Examination; and,
10. A final interview by the Board of Selectmen relating to goals and objectives of the candidate.

^[1] The incumbents in the position(s) of Administrative Assistant in the office of Administration and Development Services shall continue to receive compensatory time off in lieu of paid time. They may accrue up to 40 hours of such compensatory time and take it, with the permission of their department head, at times when it will not "unduly disrupt" the operations of the department.

Applicants for any position will be required to possess or obtain any licenses or certifications required for the position for which they apply.

The Board of Selectmen may elect to waive any of the above requirements based on the requirements of the position vacancy or for other cogent reasons.

SECTION #19 BENEFITS & INSURANCES

You are entitled to benefits as shown on the Benefit Grid (Appendix 3).

The elected Town Clerk, Tax Collector and Highway Agent shall receive the same benefits full-time employees.

1. Benefits fall into three categories: Benefits of Accommodation accrued and vested. The definition of “Benefits of Accommodation”, “accrued” and “vested” are as follows.

- 1.) A benefit of accommodation serves the well-being of the employee. The Board of Selectmen recognizes that in some instances, employees must be away from work through no fault of their own. Examples of Benefits of Accommodation include military service leave, bereavement leave and excused absences for jury and witness duty. Employees receive Benefits of Accommodation in order to be able to function as responsible family members or citizens within the community.
- 2.) An accrued benefit is one that accumulates or adds cumulatively within an established limit. One example of accrued benefits is absent leave.
- 3.) A vested benefit endows an employee with a particular authority, right or property. Examples of vested benefits include retirement after ten years in the NH Retirement System. Once earned, the benefit becomes the property of the employee, subject to specific restrictions contained herein (or in the NH State Retirement Program).

2. Insurances:

The Town shall provide its full time employees, subject to any changes imposed by the insurance carriers outside the control of the Town, or amendment of this policy access to:

- a. Group Health Insurance substantially equivalent to the Matthew Thornton Blue 10 RX\$10/20/45/M\$ Same program;^{[1][2]}
- b. Group dental plan substantially equivalent to the Delta 3C program;
- c. Life insurance policy equivalent to 1 times the annual base salary rounded to the next higher \$1,000 with a maximum value of \$50,000; and

- d. Long Term Disability insurance policy of 60% of the employee's base monthly earnings with a maximum monthly benefit of \$6,000 and subject to a 90 day waiting period.

The Town, in its sole discretion, retains the right to offer additional, alternative, or better programs and the action of doing so shall not obligate the Town to continue to do so when it deems it in the best interests of the Town.

The employee shall be eligible for these programs on the first of the month following their date of appointment. All employees shall be ineligible for a Town contribution to the various insurance programs upon the date of their separation from the service of the Town. They shall, however, be eligible to continue various policies for the balance of the month and thereafter in accordance with the Town's COBRA procedures and any conversion rules established by the programs

Those Employees who are in the employ of the Town as of January 1, 2015 shall contribute 10% of the costs of such coverage. Those employed by the Town after said date shall contribute 15% of the costs of such coverage. The Town shall contribute the balance of the costs of coverage. *Amended 3/19/15*

^[1] During the annual insurance open enrollment period an eligible employee may receive 30% of the cost the Town would otherwise have incurred for a single person health insurance plan, which shall be disbursed to the employee and disbursed on a pro-rata bi-weekly basis with their compensation. Irrespective of this provision, any person who was receiving payments under the provisions of this section as of December 31, 2013, shall continue to receive payments in accord with the policy in effect as of that date, unless and until they enroll in the Town's health insurance coverage. Payment for any subsequent Opt Out election shall then be made in accord with this policy. The applicant for the Opt out program will be required to provide proof of health insurance coverage from other sources and execute an acknowledgment of the rules of the program. Prior to the next annual enrollment period, employees may only re-enroll in the health insurance plan if they have a triggering "change in circumstance". Such Opt-Out payments are not used in overtime or pension calculations. *Amended 11/21/14*

^[2] Employees on the legacy program of Blue choice 2 Tier may continue to subscribe to that plan. However, effective January 1, 2014 the Town's contribution will be capped at what it would otherwise contribute to its lower cost Matthew Thornton Blue program.

SECTION #20**ABSENT LEAVE (Effective 09/01/12)**

Employees will earn a bank of Absent Leave Time (“leave time”) they may use to be absent from work with pay, in accordance with the terms and conditions of this section:

20.1 Full time employees shall accrue leave time in accordance with following schedule:

Term of Service	Accrued Hours Per Week
0 to 1 Years	3.00
1+ to 5 Years	4.00
5+ to 10 Years	4.50
10+ to 15 Years	5.00
15+ to 20 Years	5.50
20+ to 25 Years	5.75
Over 25 Years	6.00

20.2 Part time employees shall accrue leave time on the basis of the same schedule provided that it shall be pro-rated by a percentage to be determined for the first year upon the basis of the hours they are informed they will work in their appointment letter, divided by 2000, and thereafter by a percentage to be determined by the total hours in the prior year that they actually worked divided by 2000.

20.3 Accruals of leave time hereunder shall be capped at 500 hours for full time employees and 200 hours for part-time employees. At the time of conversion to this new system of leave, the vacation time and sick time that any employee has on the books, along with any they shall have accrued under the prior vacation system since January 1, 2012, shall be consolidated into one single number. Any employee who shall have more than 400 hours of leave as the result of such consolidation shall have the time in excess of that amount swept into a personal Absent Leave Reserve (the “Reserve”) for their use in accordance with the provisions herein. Any leave in the Reserve shall not be eligible to be drawn by the employee under Section 20.13.

20.4 Except as may otherwise be prescribed by statute; leave time shall cease to accrue upon an absence from work for more than thirty (30) days. Leave time will begin to accrue again upon the first of the month following the employee’s return to work. Employees who are not accruing leave time will not be paid for holidays which occur during this non-accrual time period but will have the right to use leave time to otherwise be paid for such a day.

20.5 Leave time may be used, for the purposes of vacation, illness or disability, to attend medical appointments, to attend to the care of members of the illness or medical needs of one’s immediate family, a contribution of time to the Town’s Sick Leave Bank, or its equivalent, in accordance with the provisions thereof, maternity leave, a work related injury and personal needs. It must be used in increments of even whole hours (i.e. 1, 3, 5, 8). Except as may be pre-approved in the employee’s offer of employment, leave time may not be used during the first six months of employment. *Amended 3/19/15*

- 20.6** All leave, other than that being used for illness, injury, or emergency purposes must be requested in advance, on the leave forms prescribed by the Town, and approved by the Department Head prior to using the leave time. The use of all other leave time shall be documented by the Department Head upon a form to be prescribed by the Town.
- 20.7** With respect to the usage of leave time for vacation, the Highway & Facility and Grounds Division of the Public Works Department shall be restricted from taking vacation leave during days between November 15th and April 15th. They may however, under a circumstance that might so justify their absence, request from the Road Agent/DPW Director, at his sole discretion, permission to take vacation during such periods. No employee shall, without prior specific approval of the Town Administrator upon the advice of the Department Head, take more than 3 full calendar weeks of leave at any one time. All employees with five years or less service time must take one full week of vacation time at some point in the calendar year. All employees with more than five years of service time must take two full weeks of vacation time at some point in the calendar year. If such vacation has not been scheduled through the normal and ordinary process by September 1 of a given year (April 1 of a given year if the Town should convert to a fiscal year) the Department Head will have the discretion to fix the time period(s) in which the employee shall take such vacation time off.
- 20.8** With respect to the usage of leave time for illness or disability, an employee shall notify the Department Head or their designee at their first awareness that they will be unable to report to work as scheduled, but in no event later than one hour prior to the scheduled start of their shift, or the paid leave time may not be allowed. After three (3) continuous days of sick leave use the employee will be required to present a certification from a licensed medical practitioner, hereinafter the certification that shall inform the Town as to the reason for the absence and the expected date of follow-up and/or return to work. No continuing payments for an absence related to illness will be made without such a certification having been filed. No return to work will be allowed without a certification as to the employee's fitness to return to the duties of the position occupied.

The Town reserves the right, at its expense, to refer any employee returning to work under a certification to its physician for a second opinion and certification as to fitness for duty. When the Department Head has a reasonable belief that the employee is inappropriately representing that the use of absent leave is for an illness, he shall so notify the employee and upon a subsequent event causing a similar belief may require a certification from the employee's licensed medical practitioner as to the validity of the absence. If the certification validates the employee's use of absent leave for this purpose the Town shall be responsible to reimburse to the employee their out-of pocket costs for obtaining such certification.

- 20.9** With respect to the usage of leave time for the care of members of the immediate family, no employee shall, without prior specific approval of the Town Administrator upon the advice of the Department Head, be allowed to be compensated for more than 3 full calendar weeks of leave for this purpose at any one time.
- 20.10** With respect to the usage of time for maternity leave, such leave shall commence at a reasonable time prior to birth as recommended by the attending physician and shall extend for a period not to exceed ninety (90) days after birth. The employee, prior to returning to work, shall provide the employer with a certification that the employee is

able to perform his/her regular duties. Any employee who has been granted a leave of absence for maternity reasons, who fails to return to work upon the expiration of such leave shall be deemed to have voluntarily terminated employment.

- 20.11** With respect to the usage of leave time to supplement workers compensation benefits in order to receive 100% of the pre-injury base weekly compensation received prior to the work related injury compensable under the worker's compensation law, the calculation of the number of hours to be used shall be made by the Town, which shall reduce any fractional hours calculated to the lower whole hour. Any such calculations by the Town shall be at its sole discretion and are not subject to the grievance procedure.
- 20.12** With respect to the usage of time from the employee's Reserve, they may make application to use it for an extended (i.e. more than three (3) days) Section 20.8 illness or disability upon having less than eighty (80) hours of absent leave remaining and may use such Reserve time prior to exhausting said eighty (80) hours of absent leave.
- 20.13** Upon the employee's separation of employment with the Town, they shall be entitled to draw any remaining leave time provided that all such draws shall be capped at a maximum of 240 hours for a full-time employee and 120 hours for a part-time employee.

SECTION #21: SICK BANK

No Employee shall be obligated to participate in the Sick Leave Bank because of employment with the Town of Moultonborough.

The Sick Leave Bank provides offsetting pay for a limited time to those participating Town employees who exhausted their sick leave time and suffer from a disabling injury or illness. The Sick Leave Bank is a voluntary, participative arrangement entered into by employees seeking to provide some measure of relief to ill or disabled peers. The Sick Leave Bank represents no obligation to or on the Town of Moultonborough, NH. Participation by the Board of Selectmen, individually or collectively, does not represent sanction from or obligation upon the Town of Moultonborough or its residents and taxpayers. The Selectmen choose to participate only as a means of facilitating the goals set forth and accepted by participating employees.

- 1. Eligibility:** All Town of Moultonborough employees eligible to receive and accrue absent leave are also eligible to participate in the Sick Leave Bank.
- 2. New Employees:** Any new employee become becomes eligible and may make an initial deposit to the Sick Leave Bank only after he or she successfully completes his or her initial probationary period.
- 3. Initial Deposit Amount:** Subject to the paragraph below (entitled, "Meetings"), each participating Town employees will deposit two days (16 hours) absent leave into the Bank.
- 4. Maximum Coverage:** No member shall be eligible to receive more than twenty (20) days of Sick Leave Bank days in any twelve month calendar year period.

5. **Availability:** Members may apply for assistance from the Sick Leave Bank only for their own disabling injury or sickness after they have fewer than eight (80) hours total leave time available.
6. **Application:** To apply, an eligible employee, or his or her designee, must submit a request in writing to the Sick Leave Board (defined below) that includes evidence of illness or disability. The employee or designee shall deliver the application to the Town Administrator or the Finance & Personnel Director. The employee or designee will receive a dated receipt for the application thus submitted.

Note: Under no circumstances may an employee, while using days derived from the Sick Leave Bank, accrue any type of leave.

Evidence of Condition: An employee making application to receive benefit from the Sick Leave Bank must provide documentation from a licensed health care provider that supports the prolonged illness or disability of the employee.

Governing Board: A governing board, entitled the Sick Leave Bank Board, shall include one Selectman and two employees appointed by the Board of Selectmen. One appointee shall be a department head (elected or appointed) and one shall be and shall represent the employees. The Selectman will cast his or her vote only in the event of a tie.

The Sick Leave Bank Board shall have authority to approve or deny applications. The Sick Leave Bank Board manages the Sick Leave Bank Balance and may make special levies upon participating employees as specified below.

Additional Levies Upon Participating Employees: The Sick Leave Board may require that all participating members deposit one or more additional days should the balance of the Sick Leave Bank fall below 400 hours. A levy made upon any employee shall be binding upon all employees equally. However, no levy by the Sick Leave Bank Board shall force any employee into a negative balance position. No employee shall become ineligible to participate in the Sick Leave Bank who cannot respond to a levy placed by the Sick Leave Bank Board. The Sick Leave Bank Board shall allow any employee unable to respond to a special levy to do so when able. No employee shall deposit more than one-half his or her sick leave balance to join the sick Leave Bank or to fulfill a special levy. No participating employee shall deposit more than forty hours (40 hours) in any calendar twelve month period. It shall be at the discretion of the Sick Leave Bank Board to determine the minimum and maximum number of days per year they require deposited subject to the limits et above (i.e., more than five days [40 hours] in any twelve [12] calendar month period.)

Opt Out Provision: Any employee may remove himself or herself from the Sick Leave Bank at any time, however, once removed, the employee may not withdraw any sick leave contributed to the Bank at the time they initially join or because of any subsequent contribution. Once removed from membership, the employee shall have no further responsibility to the Sick Leave Bank or the remaining members in the Bank.

Meetings: The Sick Leave Bank Board shall meet to deliberate an employee application within ten (10) working days of the date the Town Administrator or the Finance & Personnel receives that application.

The Sick Leave Bank Board shall meet no less than quarterly if the number of hours in the bank drops below 400 hours in balance.

Appeal: Any participating employee may appeal any Sick Leave Bank Board decision to the Board of Selectmen whose decision on appeal shall be final. No other appeal is available.

Regular full time and regular part time employees will accrue eight (8) sick leave hours per month. Employees may bank unused sick leave credits up to a total of four hundred eighty (480) hours. Any absence due to injury or medical reasons of more than two (2) consecutive scheduled days shall require a licensed medical practitioner's certificate unless excused by the Board of Selectmen. Failure to produce a medical doctor's statement will result in loss of compensation for the work missed. Employees must report all absences due to injury or medical reasons to the Department Head or the Town Administrator as soon as possible. Failure to report absences will result in disciplinary action by the proper authority.

SECTION #22 HOLIDAYS

The Town shall observe the following holidays, with pay, effective on the date of employment:

- | | | | |
|----|-------------------------|----|------------------------|
| a. | New Year's Day | f. | Columbus Day |
| b. | President's Day | g. | Veteran's Day (Nov 11) |
| c. | Memorial Day (Observed) | h. | Thanksgiving |
| d. | Independence Day | i. | Day after Thanksgiving |
| e. | Labor Day | j. | Christmas Day |

Annually the Town shall publish a schedule of dates upon which it shall observe each holiday. The schedule will generally comport to the dates specified by the State of New Hampshire, unless the date is otherwise specified above. The Town will observe holidays falling on a Saturday on the preceding Friday. The Town will observe holidays falling on a Sunday will be observed on the following Monday.

Employees shall be paid straight time at their regular wage plus holiday pay for work performed on a holiday. Employees who are absent for unauthorized reasons on a day directly preceding or directly following the holiday shall forfeit pay for the holiday.

Exception:

Regular, non-exempt Patrol Officers and Police Supervisors will receive ten days pay in lieu of Holidays. Regular, non-exempt Patrol Officers and Police Supervisors will not receive Holidays (as noted) with pay like other employees. This pay, hereafter termed Police Holiday Pay, shall be paid with the first regular pay period in the month of December. This Exception is subject to Police Holiday Pay being included in the Police Department Budget and approval of the resulting appropriation at the Annual Town Meeting.

The Board of Selectmen, as previously noted, recognize that in some instances, employees must be away from work through no fault of their own. Therefore, the Board of Selectmen takes action to provide the following Benefits of Accommodation. These Benefits of Accommodation are neither Accrued nor Vested. Upon the recommendation of the appropriate department head, the Board of Selectmen will grant leaves of absence when warranted. To provide equitable treatment for employees, the Board of Selectmen recognizes and defines the specific instances below.

1. **MILITARY SERVICES** – Any regular full-time employee or regular part-time employee who receives a draft notice or a recall to active military duty notice with the Armed Forces of the United States shall receive a special leave of absence without pay for the period of such absence. Upon the employee's return, restoration to employment shall be at the rate of pay and benefits on the day his or her leave commenced unless adjustments in pay and benefits occurred during the employee's absence. The Town Administrator and Board of Selectmen will review the case and determine the appropriate rate of pay and benefits restored.

When a regular full-time employee or a regular part-time employee who is also a member of one of the Reserve components of the Armed Forces must meet his or her annual two week obligation, that employee will receive a special leave of absence. Upon presentation of proof of the military pay the employee received, the Town will pay the pay differential when the employee's military pay was less than his or her normal base salary. The Town will continue other paid benefits during the military leave.

2. **BEREAVEMENT** – The Town shall grant a leave of absence, with pay, to regular full-time and regular part-time employees who experience a death in the immediate family (spouse, child, brother or sister, parent or parent-in-law, brother or sister-in-law, daughter or son-in-law, grandparents and grandchildren). The Town considers a relative residing in the same household, for purposes of this section, as part of the immediate family. Such leaves of absence shall not exceed five (5) work days. However, in extenuating circumstances, the Board of Selectmen reserves the right to extend the leave of absence.
3. **JURY DUTY** – In the event that the courts choose an employee to serve as a juror, the Town shall grant the employee a leave of absence, with pay, for such service. In order to qualify for this payment, the employee must submit documentation verifying time served as a juror. For the time served on jury duty, employees will receive their normal rate of pay from the Town providing they pay to the Town an amount equal to any jury duty pay they receive. This does not include any travel or mileage pay the employee receives for performing jury duty.
4. **WITNESS DUTY** – In the event that an employee receives a subpoena for witness duty, the Town will grant the employee a maximum of eight hours of paid time off to appear in court. If the Town subpoenas the employee to appear as a witness the employee will receive pay for the entire time off. In any other circumstance, employees will receive their normal rate of pay from the Town providing they pay to the Town an amount equal to any witness duty pay they receive. This does not

include any travel or mileage pay the employee receives for performing witness duty. Upon receipt of a subpoena, the employee shall immediately inform his or her supervisor of the need to be away from work as a witness, providing, to the extent possible, an estimated duration of the absence for the required witness duty. The employee shall keep his or her supervisor updated regarding changes to the schedule and his or her need to be present for witness duty. The employee shall report for work whenever the court schedule reasonably permits.

5. **AUTHORIZED ABSENCE WITHOUT PAY** – The Board of Selectmen, at their discretion, may grant a leave of absence without pay for a period not to exceed one (1) year. Except in unusual circumstances, such absences will be for attending to personal affairs during short periods that the employee is unable to cover with accrued vacation, or to cover absences resulting from bona fide sickness or other physical disability which the employee cannot cover with accrued vacation or sick leave.

For absences of thirty (30) calendar days or less, the employee shall continue to accrue paid leave and sick leave credits and his or her other paid benefits will remain in effect.

For absences of thirty-one (31) calendar days or more, accrual of paid ordinary leave and sick leave credits shall be suspended until the first full calendar month after return to work. The Town shall suspend all paid benefits; however, the employee may elect to pay for these benefits in order to maintain coverage.

6. **AUTHORIZED ABSENCE WITH PAY** – Only the Board of Selectmen may approve days of authorized leave with pay upon the recommendation of the Town Administrator.
7. **UNAUTHORIZED ABSENCE** – The Town shall deem the unauthorized absence of an employee from scheduled duty for a single day or portion of a day that is not authorized by a specified grant of a leave of absence under provisions of these regulations an absence without leave. Any such absence shall be without pay and may subject the employee to disciplinary action. The Town shall deem any employee who absents himself or herself for three (3) consecutive days without an approved leave to have resigned.
8. **FAMILY & MEDICAL LEAVE** – You may be eligible for 12 weeks of leave under the Family and Medical Leave Act if you have or worked for us for at least twelve (12) months (which need not be consecutive) and will have worked 1,250 hours within the twelve month period before the leave will begin. This leave will cover a number of circumstance in which you have a serious health condition or need to care for a parent, spouse, child or other dependent. This twelve week period is inclusive of any absent leave available to you or sick leave bank time, which you must use first, bank, with the balance of the leave being unpaid. You are guaranteed an equivalent position at an equivalent rate of pay when you return. Except in cases where the leave time must be extended by one of the statutory required extensions, we do separate you from our employ.

SECTION #23 EMERGENCY CLOSINGS

At times, emergencies such as severe weather can disrupt Town operations. In extreme cases, these circumstances may require the delayed opening, early closing or complete closing of one or more departments or Town facilities. The Town annually develops a phone tree to communicate such a decision to you should it be made during non-working hours. If you are otherwise scheduled to report to work, but do not feel comfortable in driving in inclement weather or a condition you perceive to be an emergency, you may use your absent leave to take the day off. However, your decision must be conveyed to a supervisor prior to the start of the work day and will hold for the entire work day notwithstanding any subsequent closure. If you are not comfortable staying at work, in inclement weather or a condition you perceive to be an emergency, you may use absent leave to leave your post. However, your decision must be conveyed to your supervisor prior to leaving and will hold for the remainder of the work day notwithstanding any subsequent closure.

It is important to note that the decision as to the most appropriate action may vary across different departments and facilities. The right to paid time off as the result of such a decision does not apply to emergency and essential personnel and does not create a right to an equivalent paid time off in departments and facilities which may not have been the subject of such a decision. [The entirety may be viewed as an Appendix #1 to the Personnel Manual.]

SECTION #24 JOB PERFORMANCE REVIEW & MERIT PAY INCREASES

In order for the Board of Selectmen to evaluate the productivity, performance and effectiveness of Town employees, Department Heads and/or supervisory personnel will prepare a Job Performance Review of all personnel. The Town Administrator will prepare Performance Reviews of Department Head personnel for review/approval by the Board of Selectmen. The Board of Selectmen will prepare a Performance Review of the Town Administrator.

All employees shall be subject to job performance reviews (using the form attached hereto and incorporated herein as Appendix 4) which shall be used to determine the extent to which an employee is meeting his/her job expectations and goals as established by his/her supervisor. Evaluations shall be conducted upon the successful conclusion of a probationary period and thereafter following an employee's effective anniversary date.

All Department Heads and supervisory personnel who will conduct Performance Reviews will attend an initial training session on how to conduct a performance review. Thereafter, periodic retraining sessions will be conducted as needed.

1. An employee's anniversary date for the purposes of merit pay increases and job performance reviews shall be the date of hire. Thereafter, the anniversary date shall be the date of a promotion or reclassification as may be applicable.
2. Employees who are coming off a probationary period shall not be eligible for a merit pay rate increase (unless this coincides with an anniversary date), except in the event of extraordinary circumstances as may be approved by the Board of Selectmen or appointing authority at the time of hire or promotion.
3. Except as otherwise noted, performance review forms shall be used as the basis for determining merit pay rate increases to be applied as of an employee's

effective anniversary date. The merit values (and amounts) to be used as part of the evaluation process shall be established by the Board of Selectmen, as set forth in Appendix 4, subject to the availability of budgeted funds. In addition, the actual merit amount to be awarded to an employee shall be subject to the approval of the Board of Selectmen using their sole discretion.

4. Employees who are at the maximum pay rate for their classification shall not be eligible for additional merit pay rate increases or lump sum merit pay disbursements.
5. The Town shall strive to complete the performance review process and disburse merit pay rate increases within thirty (30) days of an employee's effective anniversary date. *Amended 7/30/15*

SECTION #25 REDUCTIONS IN FORCE (RIGs) & REDUCTIONS IN GRADE (RIGs) (Effective 9/15/13)

While we hope it never happens, there may be budgetary needs to reduce our overall employee count, organizational needs to change how we are structured, or a need to address a situation in which an employee has not maintained a required credential for the position they hold. This section is to spell out how we will deal with such situations and your rights when such an event occurs. The Notices referred to herein in shall be in writing and given by and received by the Town Administrator on behalf of the Town.

INVOLUNTARY RIFs AND RIGs: Involuntary RIFs and RIGs happen as the result of budget and re-organization actions of the Town over which the employee had no control.

1. **Thirty Day Notice:** They shall be preceded by a 30 day notice of the event occurring and the employee's rights.
2. **Seniority Bumping:** If any of the positions in a classification have been eliminated (e.g. reduced from three to two) the most senior person(s) are retained in their grade and the most junior person(s) are laid off. Those whose positions are eliminated may "bump" a person of lesser time in service in positions of lesser grade.

VOLUNTARY RIGs: Voluntary RIGs happen when an employee fails to obtain or maintain a credential required for a position.

1. **Initial Notice:** Whenever such an event has or is about to occur, the employee shall be given a notice of their actual or impending failure to obtain or maintain the required credential and a reasonable time to cure the default.
2. **Fourteen Day Notice:** Whenever an employee shall fail to obtain or maintain a required credential within the time set forth in the Initial Notice they shall be given a 14 day notice that they shall be separated from the employ of the Town. If a junior position is budgeted and open, even if it is only seasonal, the employee will be advised they may move to it, at that rate of pay. No such opportunity shall be provided to an employee who has not obtained or maintained a required credential as the result of their refusal and/or failure to act.

ANCILLARY RIGHTS AND NOTICES:

1. General Qualifications: In order to bump into any occupied or vacant position the employee must:
 - Meet the minimum qualifications for the position;
 - Have achieved a Meet or Exceeds rating on their most recent performance evaluation; and
 - Not have a current active disciplinary action in force.
2. Acceptance of Bumping: The employee will have three days to notify the Town they are exercising their right to bump to another position. In such an event, if another employee is “bumped” the Town shall commence and follow the notice process outlined herein for the person so “bumped”.
3. Time to Qualify: Any person who “bumps” into a new position shall be given a period of 90 days to show their ability to perform the essential functions of the job with competence.
4. Right of Recall: Any person who is involuntarily separated from the service of the Town as the result of a RIF or RIG, and has more than three years of service at the time of separation and met the general qualifications for bumping, shall be given an opportunity to return to the employ of the Town if a position they would have normally been offered during the RIF or RIG process shall open up within 24 months of the date of their last date of employment with the Town (the “Recall”). If there is a recall employees will be recalled in the inverse of their separation from the service of the Town.

Employees shall be given four (4) weeks’ notice of recall by certified mail. The employee must notify the Town of an intention to return, within ten (10) days after receiving notice of recall. It is the responsibility of the employee to supply the Town with the current mailing address. Upon reinstatement, employees shall be credited with previous service for contractual benefits. Employees who have been separated from the service of the Town for more than six months will be subject to a new pre-employment physical and background process as was conducted.

APPEALS:

Any party aggrieved by a decision of the Town Administrator including, but not limited to, an extension of time to obtain a required credential, may appeal the matter to the SelectBoard, together with any and all materials that would be submitted at an appeal hearing, within seven (7) days of having been notified of said decision. Such Appeal shall follow the timelines as set forth for the consideration of other such grievances. The employee shall continue in the employ of the Town during the appeal process.

SECTION #26 SEXUAL AND OTHER UNLAWFUL HARASSMENT

The goal of the Board of Selectmen is to promote a workplace that is free of sexual harassment. We will not tolerate sexual harassment of employees occurring in the workplace or

in other settings in which employees may find themselves in connection with their employment. Further, we will not tolerate any retaliation against an individual who complains about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint. To achieve our goal of providing a workplace free from sexual harassment, we will not tolerate the conduct described in this policy and we provide herein a procedure to deal with inappropriate conduct encountered by employees.

Because the Board of Selectmen takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment. Where we determine that such inappropriate conduct occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate. All employees should take special note that we will not tolerate retaliation against an individual who complains about sexual harassment, and retaliation against individuals who cooperates with an investigation of a sexual harassment complaint.

Please note that while this policy sets forth our goal of promoting a workplace that is free of sexual harassment, we did not design the policy to limit our authority to discipline or limit our ability to take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

1. **DEFINITION OF SEXUAL HARASSMENT** – In general, the legal definition for sexual harassment is this: "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:
 - a. Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,
 - b. Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work place environment that is hostile, offensive, intimidating, or humiliating to male or female workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:

- a. Unwelcome sexual advances – whether they involve physical touching or

not;

- b. Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life; comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- c. Displaying sexually suggestive objects, pictures, cartoons;
- d. Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- e. Inquiries into one's sexual experiences; and,
- f. Discussion of one's sexual activities.

2. **COMPLAINTS OF SEXUAL HARASSMENT** – If any employee believes that he or she has is or was subject to sexual harassment, the employee has the right to file a complaint. The presentation of the complaint may be in written or oral form. If you would like to file a complaint you may do so by contacting the Town Administrator or the Finance & Personnel Director. The Town Administrator or the Finance & Personnel Director will transmit the complaint to the Board of Selectmen as a whole. These individuals are also available to discuss any concerns you may have and to provide information to you about our policy on sexual harassment and our complaint process.

If you would prefer, you may as an alternative, file a complaint by contacting the Board of Selectmen directly. You may file a complaint to an individual Selectman or to the Board as a whole. If you file a complaint with an individual Selectman, that individual will transmit the complaint to the Board of Selectmen as a whole.

3. **SEXUAL HARASSMENT INVESTIGATION** – When the Board of Selectmen receives a complaint we will promptly investigate the allegation in a fair and expeditious manner. We will conduct the investigation in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. After we complete our investigation, we, to the extent appropriate, will inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

If we determine that inappropriate conduct occurred, we will act promptly to eliminate the offending conduct, and where appropriate we will impose disciplinary action.

4. **DISCIPLINARY ACTION RESULTING FROM SEXUAL HARASSMENT** – If the Board of Selectmen determines that one of our employees committed inappropriate conduct, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem

appropriate under the circumstances.

SECTION #27 CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which the Board of Selectmen wishes Town employees to work. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee, or for a relative, because of the Town's business dealings. For the purposes of this policy, a relative is any person related to an employee, by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

The mere existence of a relationship with outside parties or firms does not create a "presumption of guilt". However, if an employee has any influence on transactions involving purchases, contracts, leases, or other business dealings, it is imperative that he or she disclose to the Board of Selectmen, as soon as possible, the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the Town does business but also when an employee or relative receives any kickback, bribe, substantial gift or special consideration as a result of any transaction or business dealings involving the Town.

The property, materials, products, designs, plans, ideas and data of the Town, or produced on behalf of the Town of Moultonborough, are the property of the Town and no employee should ever give it or them to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of property or materials, or disclosure of information constitutes unacceptable conduct, even though it is not apparent that an employee personally gained by such action.

Any employee who participates in such practice will be subject to disciplinary action, up to and including immediate termination of employment.

SECTION #28 PERSONAL WEAPONS

While the Town of Moultonborough, under RSA 159:26, cannot prohibit you from carrying a firearm, firearms components, ammunition, or firearms supplies, or knives, you are advised that carrying such an item, and displaying it or using may be taken into consideration in our review of and complaints of harassment filed by another employee under our policies, should such a complaint be received.

SECTION #29 TERMINATION OF EMPLOYMENT

Termination of employment is an inevitable part of personnel activity within any organization. Many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment terminates.

1. RESIGNATION – employment terminates when the employee chooses to leave the organization voluntarily.
2. DISCHARGE – employment terminates because the Town initiates the personnel action.
3. LAYOFF – the Town involuntarily terminates an employee for other than disciplinary reasons.
4. RETIREMENT – an employee initiates a voluntarily change to enter retirement status from active employment status.

Employment termination will affect employee benefits in the following manner. Generally, the town will pay all accrued, vested benefits due and payable at the time of termination. Two exceptions, with those already discussed elsewhere, affect this policy. They are as follows.

1. This Employee Handbook is Town property. The departing employee must return this Handbook before the last day of employment.
2. The employee must return all uniforms; uniform items and related equipment provided them for use in the performance of their duties. Failure to do so will result in a deduction from final amount paid the employee in an amount equal to the current cost of those items to the Town.

Some benefits may be continued at the employee's expense, if the employee so chooses. The Town will notify the employee of those benefits that they may continue and the terms, conditions and limitations of such continuance.

SECTION #30 RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with the Town of Moultonborough. The Board of Selectmen requests at least two weeks' written resignation notice from all employees. The Board of Selectmen expects that the employee will work all regularly scheduled days or shifts, as appropriate, during the two week period after giving notice. The failure to provide this consideration will make the employee ineligible for unused absent leave time or other separation benefits.

SECTION #31 DISCIPLINARY PROCEDURES

The Board of Selectmen and supervisors may take disciplinary action for any just cause, including but not limited to, the following:

1. ATTENDANCE - absenteeism, tardiness
2. PERFORMANCE - poor performance, impaired performance caused by drug or alcohol use
3. INFRACTIONS - offenses against the law or against generally accepted standards of personal conduct; insubordination

The Board of Selectmen and supervisors will normally initiate discipline in the following manner:

1. VERBAL WARNING
2. WRITTEN WARNING
3. SUSPENSION
4. TERMINATION

Depending upon the nature of the offense, discipline will occur at the appropriate level. Supervisors will immediately notify the Board of Selectmen of any action initiated as outlined in this section.

1. VERBAL WARNING - the immediate supervisor shall issue a verbal warning within five (5) days of knowledge of any infraction. The supervisor or department head shall notify the employee of the nature of the infraction and will offer remedial suggestions. With the department head's approval, the Town Administrator shall place the memorandum outlining the nature of the offense in the employee's personnel file.
2. WRITTEN WARNING – the department head shall issue a written warning within ten (10) days of knowledge of any infraction. The warning will outline the nature of the infraction and will offer remedial suggestions. The department head shall provide a copy of the warning to the Town Administrator for inclusion in the employee's personnel file.
3. SUSPENSION – the department head shall recommend to the Board of Selectmen that they suspend the employee, with or without pay. The department head shall make the recommendation in writing, with a copy forwarded to the employee and to the employee's personnel file within fifteen (15) days of knowledge of any infraction. Upon receiving notification, the Board of Selectmen will meet with the employee and the department head within fifteen (15) days following the notification. The Board of Selectmen will render their decision within fifteen (15) days.

NOTE: If warranted, a department head may immediately suspend an employee with pay. The department head shall notify the Town Administrator who will in turn notify the Board of Selectmen within twenty-four (24) hours of the suspension taking effect. Upon notification, the Board of Selectmen shall meet, within ten (10) days, with the employee, the Town Administrator and the department head, and shall make any decision relative to the employee's status within fifteen (15) days.

4. TERMINATION – the department head shall recommend to the Board of Selectmen that they terminate the employee. The department head shall make the recommendation in writing, with a copy forwarded to the employee and the employee's personnel file, within fifteen (15) days of knowledge of the infraction. The Board of Selectmen will meet with the employee, the Town Administrator and

the department head within fifteen (15) days after receiving recommendation and shall render a decision within fifteen (15) days after said meeting.

Any individual (whether or not a resident of the Town) aggrieved by the performance of a Town employee can appeal to the Board of Selectmen for relief. Where employee performance aggrieves any individual, resident or non-resident, the Board of Selectmen enacts the following Complaint Resolution process.

1. The Town of Moultonborough created a specific form upon which to register a complaint, entitled, "Town of Moultonborough, Employee Complaint Form". The aggrieved individual shall complete this form to the best of their ability. An incomplete form may restrict the Board of Selectmen's ability to respond to the complaint filed. The complaint form is available from the Receptionist, in the Administrative Office and from the Town Administrator.
2. The aggrieved individual shall return the completed form to the Administrative Office, to the Town Administrator or to a Selectman currently seated on the Board of Selectmen.
3. The aggrieved individual will receive in return a receipt that documents the date and time that the Administrative Office, the Town Administrator or a Selectman receives the completed complaint form.
4. The Board of Selectmen as a whole shall receive the complaint filed at the next regularly scheduled Selectmen's Meeting. The complaint (including the name of the individual lodging the complaint, the nature of the complaint and the actual date and time received in Section 3. above) will be noted in the Selectmen's Meeting Minutes.
5. The Board of Selectmen is responsible to conduct an investigation into the grievance charged. The Board of Selectmen may choose the appropriate vehicle through which to investigate the grievance, but they must specify the method chosen for the Minutes.
6. The individual or group performing the investigation must provide a complete report of findings at the third subsequent Selectmen's Meeting. The individual or group will also report one or more recommendations for administrative or disciplinary action to the Board of Selectmen. Administrative action can include, but is not limited to, a recommended change in policy. It can also result in a finding that no infraction of policy, misuse of authority or other impropriety occurred. A recommendation for disciplinary action shall result in a separate hearing at which the employee is present to respond to allegations. Pursuant to the appropriate NH RSAs and Administrative Rules, the disciplinary hearing may be, at the request of the employee, a nonpublic session.
7. The Board of Selectmen will provide a written response to every complaint filed with and investigated by them.
8. If the Board of Selectmen determines that a complaint received is superfluous in nature, harassing or directly and intentionally abusive of the process, they may

waive all actions under this policy. If they choose to do so, they must make their reasoning and resulting actions a matter of record in the appropriate Selectmen's Meeting Minutes. This waiver action requires a unanimous vote of all five Selectmen.

SECTION #33 GRIEVANCE PROCEDURE

The grievance procedure shall be as follows:

1. **FIRST STEP** – The employee shall verbally bring the grievance to the attention of his or her immediate supervisor within two (2) work days of knowledge of the event causing the grievance. The immediate supervisor shall verbally respond to the employee within two (2) work days of hearing the grievance.
2. **SECOND STEP** – If not satisfied by the supervisor's response in the first step, the employee shall submit the grievance in writing to the immediate supervisor. Submission of the grievance to the immediate supervisor shall be within three (3) work days of the supervisor's original decision. The supervisor shall respond in writing to the employee within three (3) work days. The supervisor shall immediately provide a copy of the written grievance to the department head.
3. **THIRD STEP** – If not satisfied by the response in the second step, the employee within three (3) work days of the immediate supervisor's written decision shall submit a copy of the written grievance to the department head. The department head shall respond in writing within three (3) work days of receiving the grievance. The department head shall immediately provide a copy of the written grievance to the Town Administrator.
4. **FOURTH STEP** – If not satisfied by the decision of the department head, the employee within five (5) work days of receiving the department head's decision shall submit a copy of the written grievance to the Town Administrator for the Board of Selectmen. The Board of Selectmen shall respond to the employee within fifteen (15) days of the receipt of the grievance. The decision of the Board of Selectmen will be final.

SECTION #34 CONTINUING EDUCATION TUITION REIMBURSEMENT

The entirety may be viewed as an Appendix #2 to the Personnel Manual.

Office of Selectmen

Town of Moultonborough
6 Holland Street - PO Box 139
Moultonborough, NH 03254
(603) 476-2347

Policy Statement # 28

Closure of Town Buildings and Facilities Due To Inclement Weather and Emergencies

1.) Authority:

In accordance with RSA 31:39 and its role as the Governing Body, the Board of Selectmen (the "Board") has the authority to adopt ordinances and statements of policy to order its affairs and guide the administrative functions of the corporate body politic of the Town of Moultonborough and further, as governing body, the Board of Selectmen is charged with the safety of buildings and facilities under its control, the safety of its employees, and ensuring the general health, welfare and safety of the public at large.

2.) Purpose:

This policy is to prescribe uniform procedures for the closure of all town buildings and facilities to the general public, or its staff, the manner in which such decisions will be communicated, and the treatment of employee absences from work during periods of inclement weather and other emergencies.

3.) Administration:

This policy shall be administered by the Town Administrator, after consultation with the Board of Selectmen Chairman or in their absence the Vice Chairman, and the heads of the Public Safety and Emergency Management Departments, or his designee, on behalf of the Town of Moultonborough (the "Town").

4.) Policy:

a.) Closures:

Whenever it is determined that the health or safety of citizens, clients, or employees would be placed at risk, or that conditions or events prevent performance of regular operations, conducted within or upon a Town building or facility, it may be determined it is necessary to delay the opening of, or closure of, one or more buildings or facilities to the general public or a complete closure of one or more segments of the work units. Such delays or closings to the general public may or may not result in the excusing of staff from their normal workday responsibilities.

In the case of a delayed opening or closure, the building or facility shall remain closed to all official Town business until the next regular business day or a date and time established in the closure order.

b.) Timing of Decision:

- i.) Closing/delaying of normal business hours:** The decision and announcements are to be made as early in the morning as possible, preferably by 6:00 a.m.
- ii.) Closing/starting after normal business day has begun:** To the extent possible, one hour of lead time will be provided, in order to inform all staff and customers and allow the closing of accounts and transactions, and all affected facilities are to close at the same time. Departments notified of a closing are asked to assist in communicating closing announcements in whatever ways they can.

c.) Manner of Communication:

Annually, the Town Administrator shall develop a “phone tree”, taking into consideration travel distance and opening times for the ordering of calls to be placed, in case conditions develop during the night and warrant delayed opening or official closing.

If inclement weather or other emergency conditions requires a closure during the workday, affected employees will be notified by telephone and/or email of the conditions of the closure and re-opening. Any Boards, Commissions, agencies or organizations using the facility between the hour of closure and re-opening shall be notified in the same manner. The affected building or facility shall be posted with a notice, in a prominent type face, upon the entry doors.

Official announcements of any closure will be made by the Town Administrator through the Town web site with communications to Public Safety Dispatch, WMUR and such other media as may be determined, from time to time, to be advisable. These announcements will be made as soon as possible following any such decision.

d.) Treatment of Absences:

- i.) Essential Employees:** Because of the nature of their activities, some units must be staffed during an emergency closing and the employees therein are declared to be essential to the organization’s operation. These include, but are not limited to, Highway, Buildings and Grounds, Police (except civilian clerical), Fire and Rescue, and Emergency Management. Employees in these functional areas are expected to report to work during emergency closings unless specifically informed by their supervisor that they are not to report. Essential staff, notwithstanding any closures under this policy, is not paid any additional compensation during closures other than that ordinarily due them.
- ii.) Non-Essential Employees:** All employees not defined as essential are thus defined as non-essential. If their scheduled work is cancelled, they shall be paid for their regular schedule.

If an employee is scheduled to report to work but does not feel comfortable in driving in inclement weather or a condition they perceive to be an emergency, they may use personal or vacation time to take the day off. However, their decision must be conveyed to a supervisor prior to the start of the work day and will hold for the entire work day notwithstanding any subsequent closure.

If an employee is not comfortable staying at work, they may use accumulated personal or vacation time to leave their posts. However, their decision must be conveyed to their supervisor prior to leaving and will hold for the remainder of their work day notwithstanding any subsequent closure.

- iii.) **Unscheduled Employees:** Employees who are not directly affected by the conditions warranting closure, or who are not scheduled to work during such times, shall not accrue any right to, and shall not be compensated in any manner for, any absence that may be authorized for the employees directly affected.

e.) Staying of Deadlines:

To the extent permitted by law, any such closure shall stay any deadline, for application, payment or other such matter, until the first business day following the closure. For matters before the Planning Board for approval, any deadline for action shall be stayed until its next regular business meeting as if it had made, and been granted, a formal application for such an extension under RSA 676:4 I (2) (f) or other similar equivalent statute.

5.) Evasion of This Policy:

The intent of this policy is to standardize the treatment of employees. It shall be a violation of this policy, and a disciplinary offense, to act in any manner other than prescribed herein.

6.) Periodic Review and Revisions:

Annually, at the time of goal setting for the budget, the Town Administrator shall review this policy with staff and managers to determine how effectively it is meeting its purpose. Suggested revisions shall be submitted to the Board of Selectmen for consideration and adoption with the annual budget message submitted by the Town Administrator.

Adoption:

Whereas this fulfills our intent for uniform procedures throughout the organization, we do hereby adopt the provisions of this policy on this

16th day of October, 2008.

Effective Date

This policy shall be effective on October 16, 2008

Karel A. Crawford, Chair
Edward J. Charest
James F. Gray
Joel R. Mudgett
Betsey L. Patten
BOARD OF SELECTMEN

Office of Selectmen

**Post Office Box 139
Moultonborough, N.H. 03254
(603) 476-2347**

STATEMENT OF POLICY

No. 24

CONTINUING EDUCATION TUITION REIMBURSEMENT

I. PURPOSE.

Employees of the Town of Moultonborough are encouraged to further their education and training within their field of employment by the Town of Moultonborough. To that end, the Board of Selectmen institutes this policy in order to assist those employees who choose to take training related to their work.

II. REIMBURSEMENT CRITERIA:

1. The Board of Selectmen has as its limit Continuing Education Reimbursement in the dollar amount appropriated in the Annual Budget each year. The Board of Selectmen shall not carry-over funds from one year to the next. The Board of Selectmen shall not transfer funds from any other line to this activity.
2. To receive consideration for reimbursement, the student-employee may not be in a probationary status.
3. To receive consideration for reimbursement, course selections must receive pre-approval (before classes begin) by the Board of Selectmen upon the recommendation of the student-employee's department supervisor.
4. The form of request for Continuing Education Tuition Reimbursement consideration shall be a letter to the Board of Selectmen that includes the student-employee's request supporting the relevance of the course work to the employee's position, sufficient information to identify the course work content and the instruction providing that course work and the anticipated date of completion. The letter should provide after the student-employee's signature a simple concurrence statement signed and dated by the student-employee's department supervisor.
5. Reimbursement will only occur after the successful completion of accredited courses offered by universities, colleges or vocational technical training providers accredited by the appropriate body and recognized by the State of New Hampshire. The student-employee may attend classes to complete course work, complete course work by correspondence, or complete course work through on-line offerings. The student-employee must provide proof of completion in the form of a completion certificate or grade report provided by the educational provider.
6. To receive reimbursement, the student-employee must achieve at least a grade of '2.0', 'C', 'Satisfactory' or equivalent for the course work completed.

7. To provide the maximum availability and opportunity for this Policy to student-employees, the Board of Selectmen imposes the following limits on reimbursement.
 - a. Reimbursement at 75% of tuition cost to a five hundred dollars (\$500.00) maximum per course
 - b. Two (2) courses and not more than one thousand dollars (\$1,000.00) in any twelve month period.
 - c. A lifetime total reimbursement limit to any employee of ten thousand dollars (\$10,000.00).
 - d. Consideration given to requests received between 45 and 75 days prior to the start of the traditional spring and fall semester.
 8. This Policy shall include any course that a student-employee began after January 1, 2006. The Board of Selectmen waives the requirement for pre-approval for course work begun between January 1, 2006, and the Date of Adoption below. The Board of Selectmen does not waive the recommendation of the student-employee's supervisor or any other requirement herein contained.
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Date of Adoption:
April 20, 2006

Karel A. Crawford, Chairman
Edward J. Charest
Ernest E. Davis, Jr.
James F. Gray
Joel R. Mudgett
BOARD OF SELECTMEN

APPENDIX #3

BENEFIT GRID

	Full Time	Part-time	Intermittent	Seasonal
Holiday	X	X-1	-	-
Absent Leave	X	X-1	-	-
Health Insurance	X	-	-	-
Dental Insurance	X	-	-	-
Life Insurance	X	-	-	-
Long Term Disability	X	-	-	-
Flexible Spending Accounts	X	-	-	-
Sick Leave Bank	X	X	-	-
Deferred Comp 457b	X	X	-	-
Education Assistance	X	X	-	-
Voluntary Programs (e.g. Colonial)	X	X	-	-
New Hampshire Retirement	X	X-2	X-2	X-2
Longevity	X	-	-	-
Workers Compensation	X	X	X	X
FICA	X	X	X	X
Medicare	X	X	X	X

Notes:

X-1: Pro-rated

X-2: As required by statute

